

GARMAN TURNER GORDON LLP
TALITHA GRAY KOZLOWSKI, ESQ.
Nevada Bar No. 9040
Email: tgray@gtg.legal
TERESA M. PILATOWICZ, ESQ.
Nevada Bar No. 9605
E-mail: tpilatowicz@gtg.legal
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
Tel: 725.777.3000
Attorneys for Debtor

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re:

VARALUZ, LLC,

Debtor.

Case No.: 24-13181-hlb
Chapter: 11

Hearing:
Date: March 11, 2025
Time: 3:00 p.m.

NOTICE OF INTENT TO ASSUME AND ASSIGN CONTRACTS

PLEASE TAKE NOTICE that on March 17, 2025, the United States Bankruptcy Court for the District of Nevada entered an Order [ECF No. 153] (the “Bid Procedures Order”) on the *Motion for Order (I) Authorizing the Sale of Debtor’s Assets Outside of the Ordinary Course of Business Free and Clear of All Liens, Claims, Encumbrances, and Interests; (II) Authorizing the Assumption, Sale and Assignment of Certain Executory Contracts and Unexpired Leases; (III) Establishing Bid and Sale Procedures; and (IV) Granting Related Relief* (the “Motion”).¹

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bid Procedures Order, the Debtor has indicated an intent to assume and assign to a buyer the following contracts and unexpired leases (the “Assumed Contracts”), subject to payment of the following cure amounts (the “Cure Amounts”):

Contract Counterparty	Address	Cure Amount
Adobe	Adobe Attn: Contracts Manager 345 Park Avenue San Jose, CA 95110	\$0

¹ All capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion.

Adobe(Acrobat Only)	Adobe Attn: Contracts Manager 345 Park Avenue San Jose, CA 95110	\$0
Airtable	Airtable Attn: Contracts Manager 799 Market St., 8th Floor San Francisco, CA 94103	\$0
Amazon	Amazon Attn: Contracts Manager 410 Terry Avenue North, Seattle, WA 98109-5210	\$0
ChatGPT	ChatGPT Attn: Contracts Manager 3187 18th Street San Francisco, CA 94110	\$0
CouchDrop	CouchDrop Attn: Contracts Manager 237A Kilmore Street Christchurch Central City Christchurch 8011, New Zealand	\$0
DropBox	DropBox Attn: Contracts Manager 1800 Owens Street San Francisco, CA 94158	\$0
LogMeIn	LogMeIn Attn: Contracts Manager 333 Summer Street 5th Floor Boston, MA 02210	\$0
Mail Chimp	Mail Chimp Attn: Contracts Manager 405 N Angier Ave. NE Atlanta, GA 30308	\$0
McAfee	McAfee, LLC Attn: Contracts Manager 6220 America Center Drive San Jose, CA 95002	\$0
Norton	Norton Attn: Contracts Manager 60 East Rio Salado Parkway Suite 1000 Tempe, AZ 85281	\$0

Microsoft 365	Microsoft Corporation Attn: Contracts Manager One Microsoft Way Redmond, WA 98052-5511	\$0
Midjourney	MidJourney, Inc. Attn: Contracts Manager 333 Harrison Street, Apt 605 San Francisco CA 94105	\$0
Slack	Slack Attn: Contracts Manager 500 Howard Street San Francisco, CA 94105	\$0
Sonicwall	Dell SonicWALL Services Attn: Contracts Manager PO Box 49042 San Jose CA 95161-9955	\$0
CSA Global Partners, Inc.	CSA Global Partners, Inc. Attn: Robert Wilson 4301 Earth City Expressway Earth City, MO 63045	\$7,405.00
Apple	Apple Store Attn: Contracts Manager 3200 Las Vegas Blvd S. Ste. 1760 Las Vegas NV 89109	\$0
Cox Phone & Internet	Cox Communications, Inc. Attn: Contracts Manager PO Box 53262 Phoenix AZ 85072-3262	\$0
T-Mobile	T-Mobile Attn: Contracts Manager P.O. Box 742596 Cincinnati, OH 45274-2596	\$0
Shopify & Shopify Clearance	Shopify & Shopify Clearance Attn: Contracts Manager 151 O'Connor Street, Ground floor Ottawa, ON, K2P 2L8, Canada	\$0
SPS (Versapay)	SPS Commerce Attn: Contracts Manager VB Box 3 PO Box 9202 Minneapolis, MN 55480	\$0

Commercehub	Rithum, LLC Attn: Contracts Manager 25736 Network Place Chicago IL 60673-1257 518-810-0700 #4	\$0
Lights America	Lights America Attn: Contracts Manager PO Box 704 987 S. Randall Road Geneva IL 60134	\$0
MySamm	LJ&L Enterprises, LLC dba MySamm Attn: Contracts Manager P.O. Box 30568 Savannah GA 31410	\$0
Product Care British Columbia	Product Care Association Attn: Contracts Manager 420 - 2238 Yukon St. Vancouver BC V5Y 3P2	\$0
ECAT/Supercat	Super Cat Solutions Attn: Contracts Manager PO Box 8098 Wilson NC 27896	\$0
NACM San Diego	NACM Commercial Services Attn: Contracts Manager 606 N Pines, Suite 102 Spokane Valley WA 99206	\$0
FedEx	FedEx Ground and Parcel Attn: Contracts Manager PO Box 7221 Pasadena, CA 91109	\$18,611.13
International Market Centers (High Point, NC Lease)	Market Square IV SPE LLC C/O International Market Centers LP 475 S. Grand Central Parkway #1615 Las Vegas NV 89106	\$53,229.39 + unpaid post-petition rent
WTC-Trade Mart 2015, L.P., Market Center Management Company, Ltd. (Dallas Showroom Lease)	Dallas Market Center WTC-Trade Mart 2015, LP PO Box 845467 Dallas TX 75284-5467	\$0
NetSuite	Oracle America, Inc. (NetSuite) Attn: Contracts Manager 2300 Oracle Way Austin, TX 78741	\$20,068.19

Lighting One / CCA Global	CCA Global Partners Attn: Contracts Manager PO Box 538030 Atlanta GA 30353-8030	\$2,157.43
Spectra Marketing Group	Spectra Marketing Group Attn: Contracts Manager 200 Davis Drive, Unit 9 Newmarket, ON L3Y 2N4 Canada	\$6,544.70

PLEASE TAKE FURTHER NOTICE that objections to the Cure Amounts, whether or not such party previously has filed a proof of claim with respect to amounts due under the applicable Assumed Contract, and/or objections to the potential assumption of such Assumed Contract must be filed by and served, together with all documentation supporting such cure claim or objection, so as to be received by **April 9, 2025**, on Debtor's counsel at the address below:

Garman Turner Gordon LLP
Attn: Talitha Gray Kozlowski, Esq.
7251 Amigo Street, Suite 210
Las Vegas, Nevada 89119
tgray@gtg.legal

PLEASE TAKE FURTHER NOTICE that where a counterparty to an Assumed Contract files an objection with the Bankruptcy Court to the assumption by the Debtor and assignment to the prevailing bidder of such Assumed Contract (the "Disputed Assumption") and/or asserting a cure amount higher than the proposed Cure Amounts listed in this notice (the "Disputed Cure Amounts"), the Debtor, the prevailing bidder, and the counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention. If the dispute cannot be resolved without judicial intervention, then the determination of the assumption and assignment of the Disputed Assumption and/or the amount to be paid under Section 365 of the Bankruptcy Code with respect to the Disputed Cure Amounts will be determined by the Court.

PLEASE TAKE FURTHER NOTICE that any counterparty to an Assumed Contract that fails to timely object to the proposed cure amounts set forth herein or the proposed assumption and assignment of an Assumed Contract by **April 9, 2025**, is deemed to have consented to such cure amounts and the assumption and assignment of such Assumed Contract and such party shall

1 be forever barred from objecting to the cure amounts or such assumption and assignment and from
2 asserting any additional cure or other amounts against Debtor, its estate, the Debtor, or the
3 prevailing bidder.

4 **PLEASE TAKE FURTHER NOTICE** that Debtor and the prevailing bidder, as
5 applicable, reserve the right to designate which, if any, executory contracts or unexpired leases
6 will be assumed and assigned. Inclusion of a contract or lease on this notice does not indicate that
7 the prevailing bidder will ultimately determine to have the Debtor assume and seek assignment of
8 such contract or lease. No executory contract or unexpired lease will be assumed unless and until
9 the occurrence of the closing of the sale of the Debtor's assets.

10 **PLEASE TAKE FURTHER NOTICE** that the inclusion of a contract or lease herein
11 shall not constitute or be deemed a determination or an admission by Debtor that such agreement
12 is in fact an executory contract or unexpired lease within the meaning of Section 365 of the
13 Bankruptcy Code (all rights with respect thereto being expressly reserved).

14 **PLEASE TAKE FURTHER NOTICE** that a hearing to determine any Disputed Cure
15 Amounts or Disputed Assumption will be held on **April 15, 2025, at 10:30 a.m. (PT)** before the
16 Honorable Hilary Barnes at the United States Bankruptcy Court for the District of Nevada, located
17 in Courtroom 2, 300 Booth Street, Reno, Nevada 89509. Pursuant to Administrative Order 2020-
18 14, all hearings are currently being held telephonically absent further order of the Court. Parties
19 are permitted to appear telephonically by dialing (833) 435-1820 and entering meeting ID (if
20 applicable): 160 532 0260 and entering access code or passcode 643758#.

21 Dated this 17th day of March, 2025.

22 GARMAN TURNER GORDON LLP

23
24 By: /s/ Talitha Gray Kozlowski
25 TALITHA GRAY KOZLOWSKI, ESQ.
26 TERESA M. PILATOWICZ, ESQ.
27 7251 Amigo Street, Suite 210
28 Las Vegas, Nevada 89119
Attorneys for Debtor